

AKIN GUMP STRAUSS HAUER & FELD LLP

One Bryant Park

New York, NY 10036

Telephone: (212) 872-1000

David H. Botter

1700 Pacific Avenue, Suite 4100

Dallas, TX 75201

Telephone: (214) 969-2800

Sarah Link Schultz (admitted *pro hac vice*)

David F. Staber (admitted *pro hac vice*)

*Counsel to Debtors and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:	)	
	)	Chapter 11
INTERNATIONAL SHIPHOLDING	)	
CORPORATION, <i>et al.</i> , <sup>1</sup>	)	Case No. 16-12220 (SMB)
	)	
	)	Jointly Administered
Debtors.	)	

**NOTICE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES  
TO BE ASSUMED AND ASSIGNED OR REJECTED IN CONNECTION  
WITH THE DEBTORS' FIRST AMENDED JOINT CHAPTER 11  
PLAN OF REORGANIZATION AND THE PROPOSED CURE AMOUNTS  
WITH RESPECT TO ASSUMED AND ASSIGNED CONTRACTS AND LEASES**

**PLEASE TAKE NOTICE** that, on January 10, 2017, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an order [ECF No. 517] (the "Disclosure Statement Order") (a) approving the *Disclosure Statement for First Amended Joint Chapter 11 Plan of Reorganization for International Shipholding Corporation and its Affiliated Debtors* (including all exhibits thereto and as may be amended, modified or supplemented from time to time, the "Disclosure Statement"); (b) establishing the date of the hearing (the "Confirmation Hearing") regarding confirmation of the *First Amended Joint Chapter 11 Plan of Reorganization for International Shipholding Corporation and Its Affiliated Debtors* (including all exhibits thereto and as may be amended, modified or supplemented from

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: International Shipholding Corporation (9662); Enterprise Ship Co. (9059); Sulphur Carriers, Inc. (8965); Central Gulf Lines, Inc. (8979); Coastal Carriers, Inc. (6278); Waterman Steamship Corporation (0640); N.W. Johnsen & Co., Inc. (8006); LMS Shipmanagement, Inc. (0660); U.S. United Ocean Services, LLC (1160); Mary Ann Hudson, LLC (8478); Sheila McDevitt, LLC (8380); Tower LLC (6755); Frascati Shops, Inc. (7875); Gulf South Shipping PTE LTD (8628); LCI Shipholdings, Inc. (8094); Dry Bulk Australia LTD (5383); Dry Bulk Americas LTD (6494); and Marco Shipping Company PTE LTD (4570). The service address for each of the above Debtors is 601 Poydras Street, Pan American Building, Suite 1850, New Orleans, Louisiana 70130.

time to time, the “Plan”);<sup>2</sup> (c) establishing procedures for the solicitation and tabulation of votes to accept or reject the Plan; (d) establishing the deadline and procedures for filing objections to confirmation of the Plan; and (e) granting related relief.

**PLEASE TAKE FURTHER NOTICE** that on January 13, 2017, the Debtors filed the solicitation versions of the Plan [ECF No. 537] and the Disclosure Statement [ECF No. 538].

**PLEASE TAKE FURTHER NOTICE** that the Confirmation Hearing with respect to the Plan is scheduled to commence at 10:00 a.m. (prevailing Eastern Time) on February 16, 2017, before the Honorable Stuart M. Bernstein, at the Bankruptcy Court, One Bowling Green, Courtroom 723, New York, New York 10004. This hearing may be continued by the Court or by the Debtors without further notice other than by announcement of same in open court and/or by filing and serving a notice of adjournment.

**PLEASE TAKE FURTHER NOTICE** that Section 8 of the Disclosure Statement contains certain procedures for the assumption and assignment of executory contracts and unexpired leases in connection with the Plan (collectively, the “Assumed Contracts and Leases”), including the filing of the Schedule of Assumed Contracts and Leases identifying (i) the Assumed Contracts and Leases to be assumed by the applicable Debtor(s), with the consent of SEACOR, and (ii) the proposed amounts, if any, the Debtors believe are owed to the counterparty to such Assumed Contracts and Leases to cure any defaults or arrears existing under the Assumed Contracts and Leases (the “Cure Amounts”), both as set forth on **Exhibit A** attached hereto. Other than the Cure Costs listed on **Exhibit A**, the Debtors are not aware of any amounts due and owing under the Assumed Contracts and Leases listed therein.

**PLEASE TAKE FURTHER NOTICE** that Section 8 of the Disclosure Statement also contains certain procedures for the rejection of executory contracts and unexpired leases in connection with the Plan (collectively, the “Rejected Contracts and Leases”), including the filing of the Schedule of Rejected Contracts and Leases to be rejected by the applicable Debtor(s), with the consent of SEACOR, as set forth on **Exhibit B** attached hereto.

**PLEASE TAKE FURTHER NOTICE** that on February 2, 2017, the Debtors filed the Plan Supplement [ECF No. 594] containing the Schedule of Assumed Contracts and Leases with the related Cure Amounts and the Schedule of Rejected Contracts and Leases, and further that certain of the documents in the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, modify, or supplement the Plan Supplement and any of the documents contained therein, including the Schedule of Assumed Contracts and Leases or the Schedule of Rejected Contracts, in accordance with the terms of the Plan. To the extent material amendments or modifications are made to the Schedule of Assumed Contracts and Leases or the Schedule of Rejected Contracts, the Debtors will file a blackline version with the Bankruptcy Court prior to the Confirmation Hearing marked to reflect such amendments or modifications.

**PLEASE TAKE FURTHER NOTICE** that the proposed Cure Amount for any Executory Contract or Unexpired Lease assumed under the terms of the Plan and not listed on either the Schedule of Assumed Contracts and Leases or the Schedule of Rejected Contracts and Leases shall be \$0.00.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

**PLEASE TAKE FURTHER NOTICE** that, to the extent that a Cure Dispute<sup>3</sup> is asserted in an objection filed not less than ten (10) days after service of the Schedule of Assumed Contracts and Leases, and properly served on the Debtors, such Cure Dispute shall be scheduled for a hearing by the Bankruptcy Court. Following resolution of a Cure Dispute by Final Order of the Bankruptcy Court, the applicable Executory Contract or Unexpired Lease shall be deemed assumed effective as of the Effective Date, provided that the Debtors, with the consent of SEACOR, reserve the right to reject any Executory Contract or Unexpired Lease following entry of a Final Order of the Bankruptcy Court resolving the applicable Cure Dispute by filing a notice indicating such rejection within three (3) Business Days of the entry of such Final Order.

**PLEASE TAKE FURTHER NOTICE** that, to the extent that an objection is not timely filed and properly served on the Debtors with respect to a Cure Dispute, then the counterparty to the applicable Executory Contract or Unexpired Lease shall be deemed to have assented to (a) the Cure Amount proposed by the Debtors and (b) the assumption of such contract or lease, notwithstanding any provision thereof that (i) prohibits, restricts or conditions the transfer or assignment of such contract or lease, or (ii) terminates or permits the termination of a contract as a result of any direct or indirect transfer or assignment of the rights of the Debtor under such contract or a change in the ownership or control as contemplated by the Plan, and shall forever be barred and enjoined from asserting such objection against the Debtors or terminated or modifying such contract on account of transactions contemplated by the Plan.

**PLEASE TAKE FURTHER NOTICE** that, subject to resolution of any Cure Dispute, any monetary amounts by which any Executory Contract and Unexpired Lease to be assumed under the Plan is in default shall be satisfied pursuant to Bankruptcy Code section 365(b)(1), by payment of the default amount in cash on the Effective Date or on such other terms as the parties to such Executory Contract or Unexpired Lease may agree.

**PLEASE TAKE FURTHER NOTICE** that assumption and assignment of any Executory Contract or Unexpired Lease pursuant to the Plan, or otherwise, shall result in the full release and satisfaction of any Claims or defaults, subject to satisfaction of the Cure, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any Executory Contract or Unexpired Lease at any time before the effective date of assumption and/or assignment. Any proofs of claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other entity.

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<sup>3</sup> A “Cure Dispute” means a dispute regarding (a) the Cure Amount; (b) the ability of the applicable Reorganized Debtor to provide “adequate assurance of future performance” (within the meaning of Bankruptcy Code section 365) under the Executory Contract or Unexpired Lease to be assumed; or (c) any other matter pertaining to the proposed assumption of a contract or lease.

**PLEASE TAKE FURTHER NOTICE** that all Claims arising from the rejection of Executory Contracts or Unexpired Leases must be filed with the Claims Agent according to the procedures established for the filing of proofs of claim or before the later of (i) the applicable Bar Date and (ii) thirty (30) days after the entry of the order approving the rejection of such Executory Contract or Unexpired Lease. All Claims arising from the rejection of Executory Contracts or Unexpired Leases that are evidenced by a timely filed proof of claim will be treated as Class 7 General Unsecured Claims. Upon receipt of the Plan Distribution provided in Section 7.4 of the Plan, all such Claims shall be satisfied, settled, and released as of the Effective Date, and shall not be enforceable against the Debtors, the Estates, the Reorganized Debtors, or their respective properties or interests in property.

**PLEASE TAKE FURTHER NOTICE** that any Person that is required to file a proof of claim arising from the rejection of an Executory Contract or Unexpired Lease that fails to timely do so shall be forever barred, estopped, and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors, the Debtors' Estates, the Reorganized Debtors, or their respective properties or interests in property, unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein.

**PLEASE TAKE FURTHER NOTICE** that the inclusion of a contract or lease on Exhibit A or Exhibit B shall not be deemed an admission that such contract is an executory contract or unexpired lease, or that it is a binding, valid, and enforceable contract. The Debtors hereby expressly reserve the right to assert that any agreement listed on Exhibit A or Exhibit B does not constitute an executory contract or unexpired lease within the meaning of Bankruptcy Code section 365 and to amend Exhibit A or Exhibit B in accordance with Article 8 of the Plan.

**PLEASE TAKE FURTHER NOTICE** that this notice is subject to the terms and conditions of the Plan, with such Plan controlling in the event of any conflict, and the Debtors encourage parties-in-interest to review such documents in their entirety. Parties with questions regarding the procedures contained herein should contact the Debtors' counsel at the contact information provided below.

**PLEASE TAKE FURTHER NOTICE** that the copies of the documents included in this notice, the Disclosure Statement, the Plan, or any other document filed in the Debtors' chapter 11 cases are available (a) at <https://cases.primeclerk.com/ish>; (b) by calling the Debtors' restructuring hotline at (844) 205-4335; or (c) by emailing [ISHinfo@PrimeClerk.com](mailto:ISHinfo@PrimeClerk.com).

Dated: New York, New York  
February 2, 2017

**AKIN GUMP STRAUSS HAUER & FELD LLP**

By: /s/ David H. Botter

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David H. Botter  
One Bryant Park  
New York, NY 10036  
Telephone: (212) 872-1000  
Facsimile: (212) 872-1002

Sarah Link Schultz (admitted *pro hac vice*)  
David F. Staber (admitted *pro hac vice*)  
1700 Pacific Avenue, Suite 4100  
Dallas, TX 75201  
Telephone: (214) 969-2800  
Facsimile: (214) 969-4343

*Counsel to Debtors and Debtors in Possession*

**Exhibit A**<sup>4</sup>

**Schedule of Assumed Contracts and Leases<sup>5</sup> and Proposed Cure Amounts<sup>6</sup>**

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<sup>4</sup> The inclusion of a contract or lease on Exhibit B of the Plan Supplement (or this Exhibit A) shall not be deemed an admission that such contract is an executory contract or unexpired lease, or that it is a binding, valid, and enforceable contract. The Debtors hereby expressly reserve the right to assert that any agreement listed on Exhibit B of the Plan Supplement does not constitute an executory contract or unexpired lease within the meaning of Bankruptcy Code section 365 and to amend Exhibit B of the Plan Supplement in accordance with Article 8 of the Plan.

<sup>5</sup> Pursuant to the Plan as proposed, effective as of the Effective Date, all Executory Contracts and Unexpired Leases are assumed, except for an Executory Contract or Unexpired Lease that (i) has previously been assumed or rejected pursuant to a Final Order of the Bankruptcy Court, (ii) is specifically designated as an Executory Contract or Unexpired Lease to be rejected on the Schedule of Rejected Contracts and Leases or is otherwise expressly rejected pursuant to the Plan, (iii) is the subject of a separate (a) assumption motion filed by the Debtors (with the consent of SEACOR) or (b) rejection motion filed by the Debtors (with the consent of SEACOR) under section 365 of the Bankruptcy Code prior to the Confirmation Date, or (iv) is the subject of a pending objection regarding a Cure Dispute. Plan at Art. 8.1.

<sup>6</sup> Pursuant to the Plan as proposed, the proposed Cure Amount for any Executory Contract or Unexpired Lease not listed on the schedule shall be \$0.00. Plan at Art. 8.2.1.

International Shipholding Corporation  
Executory Contracts - Assume  
As of February 02, 2017

Debtor Name	Contract Counterparty	Description of Contract or Lease and Nature of Debtor's Interest	Cure Amount (\$)
Central Gulf Lines, Inc.	MARAD	MSP Operating Agreement 58	\$ 0.00
Central Gulf Lines, Inc.	MARAD	MSP Operating Agreement 59	\$ 0.00
Central Gulf Lines, Inc.	MARAD	MSP Operating Agreement 60	\$ 0.00
Central Gulf Lines, Inc.	MARAD	MSP Operating Agreement 61	\$ 0.00
Central Gulf Lines, Inc.	USTRANSCOM	VISA HTC711-16-D-WV09	\$ 0.00
Central Gulf Lines, Inc.	USTRANSCOM	USC-8 HTC711-16-D-W005	\$ 0.00
Central Gulf Lines, Inc.	Washington Maritime	Broker Commission	\$ 0.00
Waterman Steamship Corporation	MARAD	MSP Operating Agreement 104	\$ 0.00
Waterman Steamship Corporation	MARAD	MSP Operating Agreement 105	\$ 0.00
Waterman Steamship Corporation	USTRANSCOM	VISA HTC711-16-D-WV56	\$ 0.00
Gulf South Shipping PTE LTD	CG Railway, Inc.	Charterparty (Bali Sea)	\$ 0.00
Gulf South Shipping PTE LTD	CG Railway, Inc.	Charterparty (Banda Sea)	\$ 0.00
LMS Shipmanagement, Inc	Wallem Shipmanagement	Bali Sea/Banda Sea Shipman	\$ 0.00
International Shipholding Corporation	Meridian Global Consulting	Security guard services on vessels	\$ 0.00
LMS Shipmanagement, Inc	MacGregor USA, Inc.	Full inspection of Cargo Access Gear (Ramps)	\$ 0.00
LMS Shipmanagement, Inc	MacGregor/ CargoTec	Full inspection of Cargo Access Gear (Ramps)	\$ 0.00
LMS Shipmanagement, Inc	Radio Holland	Nav and Communication equipment service	\$ 0.00
LMS Shipmanagement, Inc	Radio Holland	Nav and Communication equipment service	\$ 0.00
U.S. United Ocean Services, LLC	Iron Mountain	Off-site Storage	\$ 1,501.87
U.S. United Ocean Services, LLC	Portserv International	Stevedoring	\$ 0.00
International Shipholding Corporation	NOLA	Office lease; landlord	\$ 1,702.89
Mobile/Daphney			\$ 0.00
Central Gulf Lines, Inc.	HBS	Ship Agency	\$ 147,757.77
Central Gulf Lines, Inc.	HBS	Brokerage	\$ 0.00
Central Gulf Lines, Inc.	Yusen Navtech Co. Ltd	Maintenance Advisor	\$ 0.00
International Shipholding Corporation	Morrison & Head, LP	Property Tax Valuation	\$ 0.00
International Shipholding Corporation	Premium Parking	Parking Garage lease; lessor	\$ 3,150.00
International Shipholding Corporation	RSA	Parking garage	\$ 0.00
International Shipholding Corporation	Shred-It	Document Handling vendor; vendor contract	\$ 661.64
Frascati Shops, Inc.	Express Services Inc.	Temporary Employment Services	\$ 0.00
Frascati Shops, Inc.	Clark Personnel, Inc.	Temporary Employment Services	\$ 3,142.80
Frascati Shops, Inc.	AlwaysCare	Dental & Vision Insurance	\$ 0.00
Frascati Shops, Inc.	Blue Cross Blue Shield AL	Medical Insurance	\$ 0.00
Frascati Shops, Inc.	Infirmary Occupational Health	Pre-Employment Drug Testing	\$ 359.00
International Shipholding Corporation	Discovery Benefits	Flexible Spending	\$ 0.00

International Shipholding Corporation  
Executory Contracts - Assume  
As of February 02, 2017

Debtor Name	Contract Counterparty	Description of Contract or Lease and Nature of Debtor's Interest	Cure Amount (\$)
International Shipholding Corporation	MetLife	Dental Insurance	\$ 0.00
International Shipholding Corporation	Milliman	Pension Actuary	\$ 0.00
International Shipholding Corporation	TRowe Price	401K	\$ 0.00
International Shipholding Corporation	United Healthcare	Medical & Vision Insurance	\$ 0.00
International Shipholding Corporation	Whitney Bank	Pension Trustee	\$ 0.00
International Shipholding Corporation	Zee Medical	First Aid vendor; vendor contract	\$ 0.00
International Shipholding Corporation	Reliance Standard Life	Life Insurance	\$ 0.00
Claims		ICC – Insurance & Claims software, migrating to Inform, old asbestos claims	\$ 0.00
Company Website	GoDaddy and DNS Services	Website registration for ISH, WSC, CGL, FSI and CG Railway	\$ 0.00
Infrastructure Technology	Ecessa	Ecessa Powerlink bandwidth aggregator	\$ 0.00
IT Systems Security	TrendMicro	TrendMicro endpoint protection security solution	\$ 0.00
Operations	ALK	PC Miler ?	\$ 0.00
Vessel Software		ECDIS Electronic Chart Display and Information System. Chart downloads.	\$ 0.00
Vessel Software		FleetTrack vessel tracking website	\$ 0.00
Vessel Software	Polestar	SSAS - Shipboard security system. Polestar Purplefinder shipboard security system	\$ 0.00
Claims	INFORM Applications	Insurance & Claims SaaS solution managed by the claims department, Paid for a year , but not completely live	\$ 0.00
Claims	TECNORisk, LLC	Tecnoclaims from TecnoRisk LLC, Migrating to Inform, We will need to continue until Insurance& Claims can complete migration work with Inform.	\$ 0.00
Communications	Mediacom Southeast LLC	Data Line to Hwy 98 Bldng., Daphne. 105/10 Mbps, \$360/ mo	\$ 0.00
Communications	Southern Light, LLC	Data Line to Papermill Road Mobile (FSI Railcar Repair Yard), 50/50 Mbps, \$650 /mo	\$ 1,320.00
Communications	Cox Communications Louisiana, LLC	Data Line to Poydras Street, New Orleans 100/20 Mbps, \$330/ mo,	\$ 0.00
Communications	Harbor Communications	Fax and data circuit for CGR Trailer at state docks, 6MB down, 1MB up for \$110 /month.	\$ 2,297.72
Communications	RAZORLINE	Hosted office VOIP phone system used for most locations	\$ 0.00
Financials/HRMS	Infor (US), Inc.	ERP System (Lawson) - AP, AR, GL, SL (Strategic Ledger), Assets, HR, Payroll, Benefits	\$ 0.00
Financials/HRMS	Lexmark	ImageNow AP & HR Document Imaging/ Workflow for AP coders/approvers	\$ 0.00



International Shipholding Corporation  
Executory Contracts - Assume  
As of February 02, 2017

Debtor Name	Contract Counterparty	Description of Contract or Lease and Nature of Debtor's Interest	Cure Amount (\$)
Financials/HRMS	MHC Software Inc.	MHC Document Express - Checks, Tax Forms, Pay stubs, All companies (Forms printing)	\$ 0.00
Infrastructure Technology	TSA, Inc.	HP 3PAR NAS storage solution for the data center	\$ 0.00
Infrastructure Technology	Park Place Technologies LLC	Park Place provides post warranty maintenance on select equipment at specified locations. Each office has a local Domain Controller, HP 7000 blade servers, Cisco 3750 GB switches, ASA firewalls (5)	\$ 0.00
Infrastructure Technology	Sungard Availability Services, LP	Sungard in Dallas is the DR site	\$ 3,260.00
IT Systems Security	Zscaler, Inc.	Zscaler internet endpoint protection and logging between users and internet	\$ 0.00
Operations	ABS Nautical Systems	ABS NS5 - Nautical Systems (5.5) - Marine payroll and purchasing, office users supporting vessels, QSMS, Prev Maint	\$ 0.00
Operations	Bloksberg	Flagship ACE software hosting - Bookings, Manifests & Customs Waterman Supplemental Cargo & CGRailway. Customs & bill of lading. Split between CGR & military cargo.	\$ 2,123.29
Operations	Tapestry Solutions, Inc.	ICODES - Military cargo load software, if we want to carry military cargo, ICODES = Integrated Computerized Deployment System. To satisfy conveyance load-planning demand of the US Army and Marine Corps.	\$ 0.00
Operations	GE Transportation (formerly from RMI)	RailConnect 360: ExpressYard Railcar Asset Management System - Railcar Management and Repair Systems, Inherited when bought FSI, SaaS solution also	\$ 0.00
Operations	ShipServ Ltd.	Shipserv - Integrates with NS5 for PO quotes, just buyers use	\$ 0.00
Operations	Veson Nautical Corporation	Veson Nautical IMOS 7 UOS vessel management - Voyage Management	\$ 0.00
Tax	BSI	BSI payroll tax data for Lawson	\$ 0.00
Vessel Communications	Inmarsat	Satellite Communications - Inmarsat XPressLink/ Globe iFusion, Not in IT budget but they support service and code/ approve invoices.	\$ 76,923.90
Vessel Software	Inmarsat	Crew email via GlobeWireless, GlobeEmail (WSC, CGL & UOS), used by each person on vessel, vessel users have 4 to 5 workstations on each ship that have Outlook. Globe email is by vessel and position., Included with vessel comms costs	\$ 0.00

**Exhibit B**<sup>7</sup>

**Schedule of Rejected Contracts and Leases**

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<sup>7</sup> The inclusion of a contract or lease on Exhibit C of the Plan Supplement (or this Exhibit B) shall not be deemed an admission that such contract is an executory contract or unexpired lease, or that it is a binding, valid, and enforceable contract. The Debtors hereby expressly reserve the right to assert that any agreement listed on Exhibit C of the Plan Supplement does not constitute an executory contract or unexpired lease within the meaning of Bankruptcy Code section 365 and to amend Exhibit C of the Plan Supplement in accordance with Article 8 of the Plan.

International Shipholding Corporation  
Executory Contracts - Reject  
As of February 02, 2017

Debtor Name	Contract Counterparty	Description of Contract or Lease and Nature of Debtor's Interest
Central Gulf Lines, Inc.	Nippon Yusen Kaisha	Green Lake Time Charter
Central Gulf Lines, Inc.	Nippon Yusen Kaisha	Green Bay Time Charter
Central Gulf Lines, Inc.	Nippon Yusen Kaisha	Green Cove Time Charter
Central Gulf Lines, Inc.	Nippon Yusen Kaisha	Green Ridge Time Charter
Central Gulf Lines, Inc.	Nippon Yusen Kaisha	Green Dale Time Charter
LCI Shipholdings, Inc	Oslo Bulk Holding	OSLO WAVE Bareboat Charter
Waterman Steamship Corporation	Patriot Shipping LLC	OCEAN GIANT Bareboat Charter
Waterman Steamship Corporation	Patriot Shipping LLC	OCEAN GLOBE Bareboat Charter
Waterman Steamship Corporation	US Ocean LLC	OCEAN GIANT Time Charter
rom:	US Ocean LLC	OCEAN GLOBE Time Charter
Waterman Steamship Corporation	Crowley Technical Management	OCEAN GLOBE Shipman
Waterman Steamship Corporation	Crowley Technical Management	OCEAN GIANT shipman
LMS Shipmanagement, Inc	Wallem Shipmanagement	Side Letter Agreement addressing the maximum deposit
LMS Shipmanagement, Inc	Wallem Shipmanagement	Green Dale Shipman
Waterman Steamship Corporation	Patriot Shipping LLC, US Ocean LLC	Advance of Management Fee Agreement (including First Amendment)
Central Gulf Lines, Inc.	Nippon Yusen Kaisha	Memorandum of Understanding
Sulphur Carriers, Inc.	BMO Harris Equipment Finance Co.	Operating Lease for Sulphur Enterprise
Central Gulf Lines, Inc.	CapitalSource Bank	Operating Lease for Green Lake
Central Gulf Lines, Inc.	BB&T Equipment Finance Co.	Operating Lease for Green Cove
U.S. United Ocean Services, LLC	Tampa Electric Company	Transportation
U.S. United Ocean Services, LLC	The Mosaic Company	Transportation
Mary Ann Hudson, LLC	Brayton Point Energy, LLC (Dynergy)	Transportation
U.S. United Ocean Services, LLC	Koch Carbon UK Limited	Transportation
International Shipholding Corporation	Ecochlor	Ballast Water Management System
LMS Shipmanagement, Inc	EPSCO (Cyprus) LTD.	Fire and safety services
LMS Shipmanagement, Inc	Fastenal	Tools, Safety, Batteries, etc..
LMS Shipmanagement, Inc	G.C. Maritime	Life Boat and Davit inspection
LMS Shipmanagement, Inc	Grainger	Tools, Safety, Batteries, etc..
LMS Shipmanagement, Inc	International Paint	Paint
LMS Shipmanagement, Inc	SHANGHAI RESOLVE-SHENGMIN	OSRO - China
LMS Shipmanagement, Inc	Staples	Office Supplies & Cabin Items
LMS Shipmanagement, Inc	Subsistence - Sysco Foods - Houston	Sysco Foods
LMS Shipmanagement, Inc	Subsistence - Sysco Foods - Jacksonville	Sysco Foods
LMS Shipmanagement, Inc	Subsistence - Sysco Foods - West Coast Florida	Sysco Foods
LMS Shipmanagement, Inc	Subsistence - US Foods	US Foods

International Shipholding Corporation  
Executory Contracts - Reject  
As of February 02, 2017

Debtor Name	Contract Counterparty	Description of Contract or Lease and Nature of Debtor's Interest
LMS Shipmanagement, Inc	Total Lub Marine	Lubricants
LMS Shipmanagement, Inc	Alaska Prevention and Response Network	OSRO - ALASKA
LMS Shipmanagement, Inc	Clean Islands Council	OSRO - Hawaii
LMS Shipmanagement, Inc	ECM Maritime Services	Vessel response Plans
Sulphur Carriers, Inc.	Lloyd's Register North America	Fuel Oil Testing
Sulphur Carriers, Inc.	Lloyd's Register North America	Block Fee Agreement
U.S. United Ocean Services, LLC	Marine Towing of Tampa	Assist Tug Tampa
U.S. United Ocean Services, LLC	Wilder Corporation	Office lease
Central Gulf Lines, Inc.	National Response Corp.	OSRO - California
Central Gulf Lines, Inc.	OSROCO, LLC	OSRO Guam
International Shipholding Corporation	Brookfield Relocations	Relocation company
International Shipholding Corporation	CareerBuilder	Recruitment
International Shipholding Corporation	Community Coffee	Coffee vendor; vendor contract
International Shipholding Corporation	Ernst & Young - US NL SN	Tax Review and Advice
International Shipholding Corporation	JJ Keller & Associates, LLC	Legal Postings
International Shipholding Corporation	NeoPost/Mail Finance	Postage machine lease; lessor
International Shipholding Corporation	NeoPost/Mail Finance	Postage machine lease; lessor
International Shipholding Corporation	Wolters Kluwer	Tax Software
U.S. United Ocean Services, LLC	Iron Mountain	Shredding
International Shipholding Corporation	Robert Half International, Inc.	Temporary Employment Services
U.S. United Ocean Services, LLC	Pitney Bowes	Tampa Postage
U.S. United Ocean Services, LLC	Standard Coffee	Staff Coffee
U.S. United Ocean Services, LLC	Zee Medical	First Aid
U.S. United Ocean Services, LLC	Zephyrhills	Staff Water
International Shipholding Corporation	Erik L. Johnsen	Change of Control and Indemnification Agreement
International Shipholding Corporation	Fowler Business Group LLC dba RR Mergers & Acquisitions	Letter of Engagement for CG Railway
International Shipholding Corporation	Manny Estrada	Change of Control and Indemnification Agreement
International Shipholding Corporation	Aflac	Supplement Insurance
International Shipholding Corporation	Infirmity Health (iHealthy)	Wellness program
International Shipholding Corporation	Leavell Investments	Investment Advisors
International Shipholding Corporation	YMCA	Employee Gym Membership
International Shipholding Corporation	CHUBB Business Travel Accident	Business Travel Accident Ins.
International Shipholding Corporation	CIGNA	Expat Insurance
International Shipholding Corporation	Reliastar Life Ins. Co. (Voya Financial)	Life Insurance

International Shipholding Corporation  
Executory Contracts - Reject  
As of February 02, 2017

Debtor Name	Contract Counterparty	Description of Contract or Lease and Nature of Debtor's Interest
Protection & Indemnity/1 Year	The Standard Club Europe LTD. - 208250	
Protection & Indemnity/1 Year	The Standard Club Europe LTD. - 208347	
Marine Hull Package/War/LOH 1 Year	Navigators Insurance Co. - B0509MARHR1600084	
Bumbershoot Liabilities/1 Year	ProSight Specialty Ins. -ML201600001272 and Navigators Ins. -Co. H016LIA00027402	
Inland Marine - Equipment Floater & Rolling Stock/1 Year	Alterra America Insurance Co. -MAXA61M0050203	
Marine General/1 Year	Navigators Insurance Co. - HI16LIA00027401	
Special Risk Corporate Protection/3 Years	V.O. Schinnerer & Co., Inc. - SCI273610191	
Commercial Property/1 Year	AmRisc, LLC (AmWINS of GA) - multiple subscribers (Lloyds)	
Commercial Auto/1 Year	Sentinel Insurance Co., LTD. - 83 UEN VV40443 K3	
Ocean Marine Open Cargo/1 Year	Southern Marine and Avaiton (Lloyd's) - 43285	
Workers Compensation & Employers Liability/1 Year	PMA - 201501-04-54-63-7Y	
USL&H/1 Year	American Longshore Mutual Assn. (ALMA) - ALMA00995-04	
Fiduciary Liability/2 Years	Continental Casualty Co. - 425422186	
Directors & Officers Liability - Excess DIC/1 Year	Ace USA - DOX 023685553	
Directors & Officers Liability/1 Year	Great American Ins. Co. - DFX1490932	
Management Liability	Continental Casualty Co. - 387047868	
Defense Base Act/1 Year	Ins. Co. of the State of Pennsylvania (AIG) - 13349350	
Property Terrorism/1 Year	Lloyd's America - W1717414101	
Foreign Commercial Lines Package/1 Year	Ins. Co. of the State of Pennsylvania (AIG) - WR10003181	
Fidelity Bond and Crime Policy/3 Years	Zurich American Ins. Co. - 425422186	
Marine War Insurance Breaches/1 Year	XL Catlin - B0509mARHR1500134	
Marine War Insurance/1 Year	XL Catlin - B0509mARHR1600089	
Financials/HRMS	Velocity Technology Solutions, Inc.	Applications hosting service for Infor, MHC & ImageNow
Infrastructure Technology	Venyu	Venyu backup and recovery service for the data center
Infrastructure Technology	Venyu	Venyu Data Center Co-location rent
IT Systems Security	Venyu	Venyu Sentinel intrusion detection Security as a Service powered by Alert Logic
Office Productivity	Microsoft	Exchange Online company email for all companies

International Shipholding Corporation  
Executory Contracts - Reject  
As of February 02, 2017

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Debtor Name	Contract Counterparty	Description of Contract or Lease and Nature of Debtor's Interest
Communications	Cogent Communications	Data Line to Whitehall Street, NY (closed)
Infrastructure Technology	Microsoft	Windows software support non-Office 365 such as servers.

For the avoidance of doubt, the Reorganized Debtors are not rejecting the insurance policies or agreements related to the indemnification of the Debtors with respect to alleged Claims related to asbestosis and asbestos-related malignancies. These insurance policies, agreements and indemnification agreements include, but are not limited to the following documents:

- Stock Purchase Agreement, dated as of May 10, 1965, by and between Waterman Steamship Corporation, a New York corporation and McLean Industries, Inc., a Delaware corporation.
- Stipulated Judgment of Settlement and Dismissal and Final Judgment Approving Settlement, so-ordered on May 21, 1990, in connection with the following adversary proceeding: *Waterman Steamship Corporation v. Fulton P&I Underwriting Agency, Inc.*, Adv. No. 86-5460A (S.D.N.Y. Bankr.).
- Settlement agreement in connection with following litigation: *Sea-Land Service, Inc. v. Waterman Steamship Corporation*, 99 Civ. 3339 (JGK) (S.D.N.Y.).
- Settlement agreement in connection with the following litigation: *SL Service, Inc. et al v. The Protection & Indemnity Underwriting Syndicate et al.*, 00 Civ. 9831 (LAK) (S.D.N.Y.).
- Settlement agreement in connection with the following litigation: *SL Service, Inc. et al v. Marine Office of America Corp.*, 00 Civ. 0038 (LAK) (S.D.N.Y.).
- Settlement agreement in connection with the following litigation: *American Steamship Owners Mutual Protection & Indemnity Association, Inc. v. Alcoa Steamship Co., Inc., et al.*, 04 Civ. 4309 (LAK)(JCF) (S.D.N.Y.).

**Central Gulf Lines, Inc. – Protection and Indemnity Policies**

<b><u>Club</u></b>	<b><u>Period of Coverage</u></b>		<b><u>Policy No.</u></b>
	<b><u>From</u></b>	<b><u>To</u></b>	
West of England	2/20/1960	2/19/1976	Per the applicable rules
American Club	2/20/1976	2/20/1977	A-3923
American Club	2/20/1976	2/20/1977	A-3924
American Club	2/20/1976	2/20/1977	A-3925
American Club	2/20/1976	2/20/1977	A-3926
American Club	2/20/1976	2/20/1977	A-3927
American Club	2/20/1976	2/20/1977	A-3928
American Club	2/20/1976	2/20/1977	A-3929
American Club	2/20/1976	2/20/1977	A-3930
American Club	"To Be Declared"	2/20/1977	A-3970
American Club	10/5/1976	2/20/1977	A-3974
American Club	10/7/1976	2/20/1977	A-3975
American Club		2/20/1977	A-3979
American Club	2/20/1977	2/20/1978	A-3994
American Club	2/20/1977	2/20/1978	A-3995
American Club	2/20/1977	2/20/1978	A-3996
American Club	2/20/1977	2/20/1978	A-3997
American Club	2/20/1977	2/20/1978	A-3998
American Club	2/20/1977	2/20/1978	A-3999
American Club	2/20/1977	2/20/1978	A-4000
American Club	2/20/1977	2/20/1978	A-4001
American Club	2/20/1977	2/20/1978	A-4002
American Club	2/20/1977	2/20/1978	A-4003
American Club	2/20/1977	2/20/1978	A-4004
American Club	2/20/1977	2/20/1978	A-4068
American Club	2/20/1978	2/20/1979	A-5000
American Club	2/20/1978	2/20/1979	A-5001
American Club	2/20/1978	2/20/1979	A-5002
American Club	2/20/1978	2/20/1979	A-5003
American Club	2/20/1978	2/20/1979	A-5004
American Club	2/20/1978	2/20/1979	A-5005
American Club	2/20/1978	2/20/1979	A-5006
American Club	2/20/1978	2/20/1979	A-5007
American Club	2/20/1978	2/20/1979	A-5008



American Club	2/20/1978	2/20/1979	A-5023
American Club	3/30/1978	2/20/1979	A-5049
GARD	2/20/1979	2/19/1995	Per the applicable rules

**Waterman Steamship Corporation – Protection and Indemnity Policies**

<b>Club</b>	<b>Period of Coverage</b>		<b><u>Policy</u></b>	<b><u>Notes</u></b>
	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>No.(s)</u></b>	
Fulton	1940	1946	—	
Fulton	1946	1947	Swogger Agreement	
Fulton	1947	1948	Swogger Agreement	
Fulton	1948	1949	Swogger Agreement	
Fulton	1949	1950	Swogger Agreement	
Fulton	1951	1952	Swogger Agreement	
UK P&I Club	8/1/52	7/31/55	Per the applicable rules	
Fulton	1955	1956	Swogger Agreement	
Fulton	1956	1957	Swogger Agreement	
Fulton	8/1/57	8/1/58	P/9410	
Fulton	8/1/58	8/1/59	P/9686	
Fulton	8/1/59	8/1/60	P/9936	
Fulton	8/1/59	8/1/60	P/9938	
Fulton	8/1/59	8/1/60	P/9941	
Fulton	8/1/60	8/1/61	P/10181	
Fulton	8/1/60	8/1/61	P/10183	
MOAC	8/1/61	8/1/62	C-61076	
MOAC	8/1/61	8/1/62	C-61077	
MOAC	5/30/62	8/1/62	C-61130	Insured as Waterman Steamship Corporation of Puerto Rico
MOAC	8/1/62	8/1/63	C-62070	
MOAC	8/1/62	8/1/63	C-62071	

MOAC	8/1/62	8/1/63	C-62074	Insured as Waterman Steamship Corporation of Puerto Rico
MOAC	8/1/62	8/1/63	C-62078	
MOAC	8/1/63	8/1/64	C-63083	
MOAC	8/1/63	8/1/64	C-63084	
MOAC	8/1/63	8/1/64	C-63085	
MOAC	8/1/63	8/1/64	C-63086	
MOAC	8/1/63	8/1/64	C-63087	
MOAC	8/1/63	8/1/64	C-63090	Insured as Waterman Steamship Corporation of Puerto Rico
MOAC	8/1/64	8/1/65	C-64086	
MOAC	8/1/64	8/1/65	C-64087	
MOAC	8/1/64	8/1/65	C-64088	
MOAC	8/1/64	8/1/65	C-64089	
MOAC	8/1/64	8/1/65	C-64090	
MOAC	8/1/64	8/1/65	C-64092	
MOAC	8/1/64	8/1/65	C-64094	Insured as Waterman Steamship Corporation of Puerto Rico
MOAC	8/1/65	8/1/66	C-65087	Insured as Waterman Industries Corporation and Waterman Steamship Corporation
MOAC	8/1/65	8/1/66	C-65089	
MOAC	8/1/65	8/1/66	C-65090	
MOAC	8/1/65	8/1/66	C-65114	
MOAC	8/1/66	8/1/67	C-66092	
MOAC	8/1/66	8/1/67	C-66093	
MOAC	8/1/66	8/1/67	C-66103	
MOAC	8/1/67	8/1/68	C-67086	
MOAC	8/1/68	8/1/69	C-68102	
MOAC	8/1/69	8/1/70	C-69128	
Brittania	8/1/70	2/19/1975 (this date needs to be confirmed)	Per the applicable rules	
American	2/20/75	2/20/76	A-3868	

Club				
American Club	2/20/75	3/5/75	A-3886	
American Club	2/20/76	2/20/77	A-3921	
American Club	2/20/77	2/20/78	A-4028	
London Club	2/20/78	2/19/82	Per the applicable rules	
Standard Club	2/20/82	2/19/95	Per the applicable rules	